

NORTH COUNTY COMMUNICATIONS CORPORATION

Complainant,

vs.

VERIZON NORTH, INC. and VERIZON SOUTH, INC.

Respondents

VERIZON'S VERIFIED ANSWER AND AFFIRMATIVE DEFENSES

VERIZON'S ANSWER

1. NORTH COUNTY COMMUNICATIONS CORPORATION (hereinafter “NORTH COUNTY”), by its undersigned attorneys, bring this Verified Complaint against VERIZON NORTH, INC. and VERIZON SOUTH, INC. (hereinafter collectively “VERIZON”), pursuant to §§ 13-514, 13-515, and 13-516 of the Illinois Public Utilities Act (“the Act”) and 83 Ill. Admin. Code Part 766. In summary, NORTH COUNTY seeks declaratory, injunctive, statutory and legal relief against VERIZON for intentional, discriminatory, anticompetitive and unlawful actions in: (1) refusing to enter into a direct agreement with NORTH COUNTY to obtain Calling Name (“CNAM”) information and Line Information Database (“LIDB”) of NORTH COUNTY’s end users; (2) insisting that, if NORTH COUNTY desires to have its end users’ LIDB and CNAM information available to VERIZON and VERIZON’s end users, NORTH COUNTY must store its information in the database of a third-party vendor selected by VERIZON; and (3) refusing to allow NORTH COUNTY to store and provide line and CNAM information using NORTH COUNTY’s own resources and facilities. VERIZON’s actions, as described herein, result in a *per se* barrier to the development of competition as prohibited by the Act.

Verizon's Answer: Verizon admits that NCC purports to bring the Verified Complaint against Verizon pursuant to the cited statutes and administrative code provisions seeking relief for a number of allegedly improper actions. To the extent that the Complaint recites legal conclusions, those legal conclusions require no response from Verizon. Verizon denies that NCC's Verified Complaint raises a valid cause of action under the cited statutes and administrative code provisions, and further denies that NCC is entitled to any relief thereunder. Verizon denies the remaining allegations of Paragraph 1 of the Verified Complaint.

2. Pursuant to 220 ILCS 5/13-515(c) and 5/13-515(d)(2), NORTH COUNTY states that it notified and asked VERIZON on multiple occasions between February 8, 2007, and May 25, 2007, to correct the actions and inactions complained of herein or NORTH COUNTY would be forced to file a complaint with this Commission; however, VERIZON continually refused to alter its position with respect to the matters complained of herein.

Verizon's Answer: Verizon admits that NCC contacted Verizon on certain occasions between February 8, 2007 and May 25, 2007 regarding NCC's demand that Verizon purchase CNAM and LIDB data for NCC's customers directly from NCC at rates and under conditions demanded by NCC, but denies that NCC represented that it was doing so pursuant to 220 ILCS 5/13-515(c) and (d)(2). Verizon further denies that it engaged in any wrongdoing by not acceding to NCC's demands. Verizon denies the remaining allegations of Paragraph 2 of the Verified Complaint.

3. Pursuant to 83 Ill. Admin Code 766.15(a), and in light of the ongoing and anticompetitive nature of the actions complained of herein, NORTH COUNTY states that it is not at this time in agreement to waive the time limit requirements set forth in 220 ILCS 5/13-515(d).

Verizon's Answer: NCC's statement of its unwillingness to waive the time limits set forth in 220 ILCS 5/13-515(d) requires no response from Verizon. However, Verizon

specifically denies that the actions of Verizon described in the Verified Complaint are ongoing or of an anticompetitive nature.

THE PARTIES

4. NORTH COUNTY is a California corporation with its principal place of business located at 3802 Rosecrans Street, Suite 485, San Diego, California 92110. NORTH COUNTY is a competitive local exchange carrier (“CLEC”) certified by the Illinois Commerce Commission to provide facilities-based telecommunications service in Illinois.

Verizon’s Answer: On information and belief, Verizon admits the allegations of Paragraph 4 of the Verified Complaint.

5. VERIZON NORTH INC. is a Wisconsin corporation with its principal place of business in Illinois located at 1312 East Empire Street, Bloomington, Illinois 61701 and is an incumbent local exchange carrier (“ILEC”) authorized to provide local and intralata interexchange telecommunications service in Illinois.

Verizon’s Answer: Verizon admits the allegations of Paragraph 5 of the Verified Complaint.

6. VERIZON SOUTH INC. is a Virginia corporation with its principal place of business in Illinois located at 1312 East Empire Street, Bloomington, Illinois 61701 and is an ILEC authorized to provide local and intralata interexchange telecommunications service in Illinois.

Verizon’s Answer: Verizon admits the allegations of Paragraph 6 of the Verified Complaint.

THE FACTS

7. On April 11, 2001, in Docket No. 00-0818, the Illinois Commerce Commission (“the Commission”) granted NORTH COUNTY a Certificate of Interexchange Service Authority, a Certificate of Service Authority, and a Certificate of Exchange Service Authority authorizing NORTH COUNTY to provide competitive resold and facilities-based local and interexchange telecommunications services.

Verizon’s Answer: On information and belief, Verizon admits the allegations of Paragraph 7 of the Verified Complaint.

8. On February 15, 2002, NORTH COUNTY filed a complaint against VERIZON before the Commission (Docket No. 02-0147) for refusing NORTH COUNTY's request for interconnection.

Verizon's Answer: Verizon admits that on February 15, 2002, NCC filed a complaint against Verizon, later docketed by the Illinois Commerce Commission ("ICC") as Docket No. 02-147. Verizon states that the complaint in that proceeding speaks for itself, and denies NCC's truncated characterization thereof in Paragraph 8 of the Verified Complaint.

9. On April 10, 2002, in Docket 02-0181, the Commission approved an interconnection agreement ("ICA") between VERIZON and NORTH COUNTY.

Verizon's Answer: Verizon admits the allegations of Paragraph 9 of the Verified Complaint.

10. On October 6, 2004, in Docket No. 02-0147, the Commission found that "Verizon knowingly impeded the development of competition by (1) unreasonably refusing or delaying interconnection with [NORTH COUNTY] in violation of Section 13-514(1) of the Act; (2) unreasonably acting in a manner that had a substantial adverse effect on the ability of [NORTH COUNTY] to provide service to customers in violation of Section 13-514(6); and (3) unreasonably delaying implementation of its interconnection agreement with NCC by unreasonably delaying, increasing [NORTH COUNTY]'s costs, and impeding the availability of [NORTH COUNTY]'s services to consumers generally in violation of Section 13-514(8)."

Verizon's Answer: Verizon states that the October 6, 2004 order in ICC Docket No. 02-0147 speaks for itself and denies NCC's truncated characterization thereof in Paragraph 10 of the Verified Complaint.

11. On or about February 8, 2007, NORTH COUNTY executed an agreement with VERIZON for access to and querying VERIZON's LIDB and CNAM databases containing line and calling name information ("CNAM/LIDB Contract").

Verizon's Answer: Verizon admits that on or about February 8, 2007, NCC executed an agreement with Verizon pertaining to CNAM and LIDB, which NCC refers to as the "CNAM/LIDB Contract." Verizon states that the terms of the CNAM/LIDB contract speak for themselves and denies NCC's truncated characterization thereof in Paragraph 11 of the Verified Complaint.

12. The CNAM/LIDB Contract sets forth the terms and conditions, including rates and references to applicable tariffs where such rates are set forth in VERIZON tariffs, for NORTH COUNTY's access to VERIZON's Line Information Database and related information, including CNAM information.

Verizon's Answer: Verizon states that the CNAM/LIDB Contract speaks for itself and denies NCC's truncated characterization thereof in Paragraph 12 of the Verified Complaint.

13. Access to the information provided for in the CNAM/LIDB Contract is essential to NORTH COUNTY's ability to offer and provide effective and competitive local exchange services to its existing and potential customers.

Verizon's Answer: Verizon states that the CNAM/LIDB Contract speaks for itself and denies NCC's truncated characterization thereof Paragraph 13 of the Verified Complaint.

14. In practical application, the database and querying services contemplated under the CNAM/LIDB Contract function in the following manner:

a. The database, which is controlled and owned by VERIZON, contains various pieces of information about VERIZON end users and telephone numbers.

b. Examples of the information contained in the database include information regarding whether a telephone number accepts collect calls or can have third-party charges billed to it and the Name to show up on Caller ID displays.

c. For instance if a NORTH COUNTY end user attempts to place a collect call to a VERIZON end user, NORTH COUNTY queries VERIZON's database through the Signaling System 7 ("SS7") network to determine if the VERIZON end user number accepts collect calls.

d. Under the CNAM/LIBD Contract, VERIZON bills NORTH COUNTY for that query of VERIZON's database.

e. Similarly, under the CNAM/LIDB Contract, a query is performed to obtain CNAM information. That CNAM information, which is the record name associated with the originating caller's number as populated in the database, is transmitted to the called party and appears on the called party's Caller ID display.

f. For instance, if VERIZON end user John Johns, with telephone number 217-123-1234, places a call to a NORTH COUNTY end user, NORTH COUNTY, in terminating that call to its end user, queries VERIZON's database through the SS7 network to obtain the Calling Name information so this information can be displayed in the Caller ID. Assuming the database is populated with the name associated with 217-123-1234, the NORTH COUNTY customer will see "John Jones" on his Caller ID display.

g. Under the LIDB Contract, Verizon bills NORTH COUNTY for the query of VERIZON's database and the CNAM information provided.

Verizon's Answer: Verizon states that the CNAM/LIDB Contract speaks for itself and denies NCC's truncated characterization thereof in Paragraph 14 of the Verified Complaint.

15. Under the CNAM/LIDB Contract, the per-query rate to access VERIZON's LIDB is set by VERIZON's tariff rates on file with the Federal Communications Commission ("FCC").

Verizon's Answer: Verizon states that the CNAM/LIDB Contract speaks for itself and denies NCC's truncated characterization thereof in Paragraph 15 of the Verified Complaint.

16. Under the CNAM/LIDB Contract, the rate charged to NORTH COUNTY to access VERIZON's CNAM information is \$0.006 per query.

Verizon's Answer: Verizon states that the CNAM/LIDB Contract speaks for itself and denies NCC's truncated characterization thereof in Paragraph 16 of the Verified Complaint.

17. The delivery and receipt of line and CNAM information is something that telecommunications consumers have come to expect and, indeed, demand from their service providers.

Verizon's Answer: Verizon admits that telecommunications consumers sometimes purchase caller ID services, but lacks knowledge or information sufficient to form a belief concerning the truth of the allegations of Paragraph 17 of the Verified Complaint regarding the expectations and demands of NCC's customers, and therefore denies them.

18. VERIZON has no direct agreement with NORTH COUNTY to obtain the line or calling name information of NORTH COUNTY's end users when those end users place calls to VERIZON customers or when a VERIZON end user attempts to place a collect call or third-party billed call to a NORTH COUNTY end user.

Verizon's Answer: Verizon admits the allegations of Paragraph 18 of the Verified Complaint.

19. Around the time of execution of the CNAM/LIDB Contract, NORTH COUNTY asked VERIZON to execute a reciprocal contract – *i.e.*, using the same terms, conditions and rates contained in the CNAM/LIDB Contract – for VERIZON to purchase line and CNAM information directly from NORTH COUNTY's database.

Verizon's Answer: Verizon admits that around the time of NCC's execution of the CNAM/LIDB Contract, NCC submitted a similar agreement to Verizon under which NCC proposed that Verizon would purchase CNAM and LIDB information directly from NCC. Verizon further states that the agreement proposed by NCC speaks for itself, and denies NCC's truncated characterization thereof in Paragraph 19 of the Verified Complaint.

20. NORTH COUNTY asked VERIZON on multiple occasions between February 8, 2007, and May 25, 2007, to enter into an agreement with NORTH COUNTY that would mirror the CNAM/LIDB Contract and impose reciprocal payment obligations in VERIZON for accessing NORTH COUNTY's end users' LIDB and CNAM information.

Verizon's Answer: Verizon admits that NCC inquired several times during the stated time period whether Verizon would agree to execute the agreement that NCC proposed for Verizon to access NCC's CNAM and LIDB information directly from NCC. Verizon further states that the proposed agreement speaks for itself, and denies NCC's truncated characterization thereof in Paragraph 20 of the Verified Complaint.

21. VERIZON continually refused to enter into an agreement with NORTH COUNTY that would mirror the CNAM/LIDB Contract and impose reciprocal payment obligations in VERIZON for accessing NORTH COUNTY's end users' LIDB and CNAM information.

Verizon's Answer: Verizon admits that it declined to enter into the CNAM/LIDB agreement proposed by NCC, but denies the remaining allegations of Paragraph 21 of the Verified Complaint.

22. In refusing to enter into a direct agreement with NORTH COUNTY, VERIZON stated that it is unwilling to enter into carrier-specific LIDB and CNAM information agreements.

Verizon's Answer: Verizon denies the allegations of Paragraph 22 of the Verified Complaint. Answering further, Verizon states that it proposed a direct CNAM/LIDB storage agreement to NCC, but NCC declined to execute it.

23. In refusing to enter into a direct agreement with NORTH COUNTY, VERIZON stated that it "has concluded that it is far more cost-effective to use third-party aggregators than to enter into direct arrangements with a multitude of individual carriers."

Verizon's Answer: Verizon admits that on March 27, 2005, Julie K. McCall of Verizon sent Todd Lesser of NCC an e-mail regarding an NCC-proposed CNAM/LIDB agreement which included, in part, the words quoted, but states that the e-mail speaks for

itself and denies NCC's truncated characterization thereof in Paragraph 23 of the Verified Complaint.

24. VERIZON wants to purchase and has purchased NORTH COUNTY's line and CNAM information; however, VERIZON insists on purchasing the information from a third-party vendor.

Verizon's Answer: Verizon admits that Verizon obtains CNAM and LIDB "look-ups" for NCC's data through third-party vendors and would like to continue so. Verizon denies the remaining allegations of Paragraph 24 of the Verified Complaint.

25. In accessing and purchasing NORTH COUNTY's line and CNAM information, VERIZON insists that NORTH COUNTY store its data with a particular vendor preferred by VERIZON.

Verizon's Answer: Verizon denies the allegations of Paragraph 25 of the Verified Complaint.

26. When NORTH COUNTY populates, stores, and updates its end user line and CNAM information in third-party databases, NORTH COUNTY is required to pay substantial fees to those third parties for population, storage, updating, querying and transmitting activities.

Verizon's Answer: Verizon admits that third party LIDB and CNAM providers charge a fee for their services, but lacks knowledge or information sufficient to form a belief concerning the remaining allegations of Paragraph 26 of the Verified Complaint, and therefore denies them.

27. NORTH COUNTY finds it is far more cost-effective to populate, store, update, query and transmit its end user line and CNAM information in its own databases, using its own resources and facilities.

Verizon's Answer: Verizon lacks knowledge or information sufficient to form a belief concerning the allegations of Paragraph 27 of the Verified Complaint as to NCC's beliefs, and therefore denies them.

28. In addition to paying third parties a fee for the storage of NORTH COUNTY's line and CNAM information, NORTH COUNTY receives only a fraction of the query charge paid by VERIZON to access that information. Furthermore, the per-query rate paid to NORTH COUNTY to access that information is far less than the rate NORTH COUNTY pays to VERIZON for the same information under the CNAM/LIDB Contract.

Verizon's Answer: Verizon lacks knowledge or information sufficient to form a belief concerning the allegations of Paragraph 28 of the Verified Complaint as to NCC's beliefs, and therefore denies them.

29. If NORTH COUNTY hosts its own CNAM database, and VERIZON refuses to contract with NORTH COUNTY to obtain that information, NORTH COUNTY's end users' calling names will not be transmitted to Caller ID displays when they place calls to VERIZON end users.

Verizon's Answer: The allegations in Paragraph 29 are speculative and do not require a response, but to the extent an answer is required, Verizon denies the allegations of Paragraph 29 of the Verified Complaint.

30. Furthermore, if NORTH COUNTY hosts its own LIDB database, and VERIZON refuses to contract with NORTH COUNTY to obtain that information, NORTH COUNTY's end users will be unable to receive collect calls from VERIZON end users to be able to third-party bill calls to their number when using a VERIZON telephone.

Verizon's Answer: The allegations in Paragraph 30 are speculative and do not require a response, but to the extent an answer is required, Verizon denies the allegations of Paragraph 30 of the Verified Complaint.

31. Finally, the nature of populating, storing, updating, querying and transmitting LIDB and CNAM information requires that such information be stored in a single location. If VERIZON is permitted to dictate how, where and with whom NORTH COUNTY stores its LIDB and CNAM information for VERIZON'S access, then VERIZON is in effect dictating NORTH COUNTY's contractual relationships with all other carriers that access or wish to access NORTH COUNTY's line and CNAM information.

Verizon's Answer: Verizon denies the allegations of Paragraph 31 of the Verified Complaint. Answering further, Verizon states that the LIDB and CNAM information can be stored in multiple locations and updated in multiple locations.

32. NORTH COUNTY repeats, repleads and realleges, as if fully set forth herein, all of the allegations, contained in paragraphs 1 through 31, inclusive.

Verizon's Answer: Verizon repeats its answers to Paragraphs 1 through 31 of the Verified Complaint as though fully stated herein.

33. Section 13-514 of the Act provides, in pertinent part, as follows:

Section 13-514. Prohibited Actions of Telecommunications Carriers. A telecommunications carrier shall not knowingly impede the development of competition in any telecommunications service market. The following prohibited actions are considered *per se* impediments to the development of competition; however, the Commission is not limited in any manner to these enumerated impediments and may consider other actions which impede competition to be prohibited:

- (1) unreasonably refusing or delaying interconnections or collocation or providing inferior connections to another telecommunications carrier;
- (2) unreasonably impairing the speed, quality, or efficiency of services used by another telecommunications carrier;

...

- (5) unreasonably refusing or delaying access by any person to another telecommunications carrier;

- (6) unreasonably acting or failing to act in a manner that has a substantial adverse effect on the ability of another telecommunications carrier to provide service to its customers;

...

- (8) violating the terms of the or unreasonably delaying implementation of an interconnection agreement entered into pursuant to Section 252 of the Federal Telecommunications Act of 1996 in a manner that

unreasonably delays, increases the cost, or impedes the availability of telecommunications services to its customers.

Verizon's Answer: Verizon states that the Illinois Public Utilities Act speaks for itself and denies NCC's truncated citation thereto in Paragraph 33 of the Verified Complaint.

34. VERIZON's actions described herein demonstrate a pattern of ongoing anticompetitive behavior by VERIZON against NORTH COUNTY in an effort to hinder NORTH COUNTY's development and provision of telecommunications services in Illinois.

Verizon's Answer: Verizon denies the allegations of Paragraph 34 of the Verified Complaint.

35. VERIZON's actions described herein, including, but not limited to, VERIZON's refusal to enter into a direct agreement with NORTH COUNTY to obtain NORTH COUNTY's LIDB and CNAM information, its requirement that NORTH COUNTY use a third-party vendor, and its requirement that NORTH COUNTY use a Verizon-preferred and Verizon-selected third-party vendor, intentionally and directly increase NORTH COUNTY's costs, leading to an anticompetitive result in violation of the spirit and policy of § 13-514(8) of the Act.

Verizon's Answer: Verizon denies the allegations of Paragraph 35 of the Verified Complaint.

36. LIDB and CNAM are basic call-related database information that is essential in the development of facilities-based competition. Indeed, consumers expect and demand that they be able to transmit and receive CNAM information in order to screen incoming calls. VERIZON's actions described herein, including, but not limited to, the actions that amount to VERIZON's refusal to query NORTH COUNTY's database for LIDB and CNAM information, prohibit NORTH COUNTY from providing and NORTH COUNTY's end users from receiving service on par with the service VERIZON provides to its own customers. In essence, VERIZON's actions will make NORTH COUNTY's service less desirable to end users, resulting in impaired and inferior service compared to VERIZON's own service, in violation of §§ 13-514(1) and (2) of the Act.

Verizon's Answer: Verizon admits that LIDB and CNAM database information is useful in the telecommunications marketplace, and admits that telecommunications

consumers sometimes purchase caller ID services. Verizon denies the remaining allegations of Paragraph 36 of the Verified Complaint.

37. Due to VERIZON's actions described herein, including, but not limited to, VERIZON's refusal to enter into a direct agreement with NORTH COUNTY to obtain NORTH COUNTY's LIDB and CNAM information, its requirement that NORTH COUNTY use a third-party vendor, and its requirement that NORTH COUNTY use a Verizon-preferred and Verizon-selected third-party vendor, or else VERIZON refuses to query NORTH COUNTY's database for LIDB and CNAM information and transmit such information, NORTH COUNTY's end users may be prohibited from receiving collect calls or having third-party call charges assessed to their bills, in violation of §§13-514(5) & (6) of the Act.

Verizon's Answer: Verizon denies the allegations of Paragraph 37 of the Verified Complaint.

WHEREFORE, Verizon North Inc. and Verizon South Inc. deny that NCC is entitled to any of the relief requested in the "WHEREFORE" clause at the end of the Verified Complaint (including the relief requested in Paragraphs A through H thereof), and respectfully request that the Commission dismiss the Verified Complaint with prejudice, enter judgment in Verizon's favor, and award Verizon such other and further relief as the Commission deems just and proper.

VERIZON'S AFFIRMATIVE DEFENSES

1. The Verified Complaint fails to state a cause of action under which NCC is entitled to relief.
2. The claims alleged in the Verified Complaint are preempted by federal law, including, but not limited to, the federal Telecommunications Act of 1996, 47 U.S.C. § 151 *et seq.*, and the FCC's 2003 *Triennial Review Order*¹ and associated FCC rules.
3. NCC lacks standing to bring the claims alleged in the Verified Complaint because the allegedly inferior caller ID service of which it complains refers to the caller ID service provided by Verizon to Verizon's end-user customers. Thus, only Verizon has standing to bring this claim.
4. NCC lacks standing to bring the claims alleged in the Verified Complaint because the allegedly inferior third-party billing and collect calling services of which it complains are third-party billing and collect calling services provided by Verizon to Verizon's end-user customers. Thus, only Verizon has standing to bring this claim.
5. NCC's claims are moot because NCC's existing interconnection agreement with Verizon and its CNAM/LIDB Contract with Verizon already provide NCC with what NCC requires from Verizon to provide adequate local exchange service to NCC's end-user customers.

¹ *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98, 98-147, Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, 18 FCC Rcd 16978 (2003); *corrected by* Errata, 18 FCC Rcd 19020 (2003), *vacated and remanded in part, affirmed in part, United States Telecom Ass'n v. FCC*, 359 F.3d 554 (D.C. Cir. 2004), *cert. denied*, 125 S.Ct. 313, 316, 345 (2004).

6. NCC's claims are barred by contract because neither NCC's existing interconnection agreement with Verizon nor the CNAM/LIDB Contract requires Verizon to purchase CNAM or LIDB information directly or indirectly from NCC.

7. NCC's claims are barred by law because Verizon has no legal obligation to purchase CNAM or LIDB information directly or indirectly from NCC.

8. NCC's claims, which are contingent upon the occurrence of a series of future events, are purely speculative and hypothetical, and therefore not ripe for adjudication.

9. The Commission lacks jurisdiction over the services at issue in the Verified Complaint because CNAM and LIDB database services are provisioned through national signaling networks, and are therefore interstate information services that fall outside the Commission's jurisdiction.

10. NCC's attempt to compel Verizon, through the Verified Complaint, to purchase NCC's CNAM and LIDB data directly from NCC, and NCC's refusal to permit Verizon to purchase NCC's CNAM and LIDB data from third party providers who collect and aggregate such data, violate the Illinois Public Utilities Act because NCC's conduct constitutes an anticompetitive effort to limit Verizon's competitive access to services that the FCC has deemed to be fully competitive and no longer subject to the unbundling requirements of the federal Telecommunications Act of 1996.

11. Verizon reserves its right to add additional affirmative defenses as they become known.

Dated: August 2, 2006

**VERIZON NORTH INC. AND
VERIZON SOUTH INC.**

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STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

NORTH COUNTY COMMUNICATIONS
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Respondents

Docket No. 07-0428

STATE OF ILLINOIS

COUNTY OF McLEAN

VERIFICATION

Philip J. Wood Jr., being duly sworn, states on oath that he is Verizon's Vice President of Public Affairs, Policy & Communications for Illinois, and that the factual statements made in the foregoing "Verizon's Verified Answer and Affirmative Defenses" are complete and accurate to the best of his knowledge, information and belief.


Philip J. Wood Jr.

Subscribed and sworn to before me this 15th day of August 2007.



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